

**IN THE UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF OKLAHOMA**

(1) JOSHUA FIELDS)	
)	
Plaintiff,)	
)	
v.)	Case No. 21-cv-00986-G
)	
(1) GREAT LAKES INSURANCE SE,)	<i>Removed from the District Court of</i>
)	<i>Kay County, State of</i>
(2) MJ KELLY COMPANY, and)	<i>Oklahoma, Case No. CJ-2021-00037</i>
)	
(3) CAPSTONE ISG,)	
)	
Defendants.)	

FINAL PRETRIAL REPORT

All counsel who will appear at trial:

Appearing for Plaintiff: Scott Jackson, Martin, Jean & Jackson

Appearing for Defendant: Michael Linscott, Sara Potts and Emily Allan of Doerner, Saunders, Daniel & Anderson

Jury Trial Demanded ☐ - Non-Jury Trial ☐

1. BRIEF PRELIMINARY STATEMENT. State briefly and in ordinary language the facts and positions of the parties (appropriate for use during jury selection in jury cases).

Plaintiff: Defendant Great Lakes Insurance SE (referred to as “Great Lakes”) sold a commercial insurance policy to Plaintiff Joshua Fields that insured an eight-unit apartment building owed by Plaintiff and located at 410 W. Cleveland in Ponca City, Oklahoma. This insurance went into effect on May 3, 2019 and expired on May 3, 2020. As part of the insurance coverage, it insured against damage to the building caused by fire.

In the early morning hours of March 25, 2020, a fire broke out in the building. At this time, the building had been vacated and no tenants were living in the building because the apartment units were undergoing remodel work. All windows had been boarded up

while the remodel work was being done and entry doors to the building were locked to the general public.

The Ponca City Fire Department responded to the fire. While extinguishing the fire, a lock to the back door of the building was found to be busted. The building suffered significant fire damage and was not salvageable.

Joshua Fields notified his local insurance agent about the fire within a day or two of the fire and his agent submitted a claim to Defendant Great Lakes. Defendant Great Lakes opened a claim for the incident and investigated the loss. Defendant Great Lakes determined that the extent of damage to the building exceeded the amount of insurance limits on Mr. Fields policy. In effect, Defendant Great Lakes determined that Plaintiff Joshua Fields would be entitled to the \$350,450.00 in insurance proceeds if it determined it benefits were owed under the policy.

As part of the insurance policy, a protective safeguards endorsement stated that as a condition to the policy, Joshua Fields was required to maintain fully-functioning smoke detectors and fire extinguishers as required by local code. Joshua Fields did, in fact, maintain smoke detectors and fire extinguishers in each of the apartment units in the building. However, when the remodel work started in the building, the some detectors and fire extinguishers were removed from the building as part of the remodel work being done.

Defendant Great Lakes focused on this policy language to determine if the absence of the smoke detectors and fire extinguishers in the building at the time of the fire would allow it to deny coverage to Joshua Fields. As the policy language stated, the requirement was to maintain these protective safeguards as required by local code. Defendant Great Lakes contacted the local Ponca City Fire Marshall, Dereck Cassidy, to found out if local code would have required smoke detectors and fire extinguishers in the building while it was vacant and being remodeled. The Fire Marshall told Defendant Great Lakes it would not require them under those conditions.

Despite the local code not requiring the maintenance of smoke detectors and fire extinguishers at the time of the fire, Defendant Great Lakes ignored this information and concluded Joshua Fields still had to maintain these items in the building at the time of the fire. Because smoke detectors and fire extinguishers were not in the building at the time of the fire, Defendant Great Lakes denied Joshua Fields coverage for his loss and refused to pay any insurance benefits to him.

Plaintiff Joshua Fields filed this action against Defendant Great Lakes Insurance SE claiming it breached its obligations under the insurance policy and also broke its duty to act in good faith and deal fairly in the handling of Mr. Fields's claim for benefits.

Defendant:

Plaintiff Joshua Fields (“Plaintiff”) owned an eight-unit apartment building located at 410 W. Cleveland Avenue, in Ponca City, OK 74601 (the “Property”). For several years prior to the time in question, smoke detectors and fire extinguishers were installed and working throughout the Property and Plaintiff rented out the Property to various tenants. In 2019, Defendant Great Lakes Insurance SE (“Great Lakes”) issued a Commercial Lines Policy (the “Policy”) to Plaintiff, providing, *inter alia*, casualty coverage for the Property and imposing certain exclusions as well as conditions for coverage. The Policy contained instructions advising Plaintiff “that strict compliance with the conditions and/or warranties contained in the contract of insurance is required” and that failure to “strictly comply with the conditions” of the Policy may result in denial or limitation of any claim submitted by Plaintiff under the Policy. The Policy also included a Protective Safeguard Endorsement (“PSE”) which imposed exclusions and conditions for fire loss coverage mandating smoke detectors and fire extinguishers be installed and maintained at the Property “as required by local code.” The applicable building codes for the City of Ponca required smoke alarms and fire extinguishers to be installed in apartment buildings like the one owned by Plaintiff. The PSE also states that Great Lakes would not “pay for loss or damage caused by or resulting from fire,” under either of two circumstances: (1) if Plaintiff “knew of any suspension or impairment in any protective safeguard” identified in the PSE Schedule prior to the fire and failed to “notify [Great Lakes] of that fact” prior to the fire; or (2) if prior to the fire, Plaintiff had “failed to maintain any protective safeguard” identified in the PSE, “over which [he] had control, in complete working order.” Plaintiff acknowledged receiving a copy of the Policy at the time of purchase but further admitted he did not read it.

Subsequently, in February 2020, Plaintiff vacated the remaining tenants at the Property to begin initial steps towards remodeling the Property. During this time, Plaintiff “directed” his maintenance man, Keith Crawford, to remove all of the smoke detectors and fire extinguishers from the Property, despite the PSE requirements and without providing notice to Great Lakes that he had done so.

On March 24, 2020, a large fire occurred at the Property causing significant damage throughout the building. First responders attending the scene observed that no smoke detectors or fire extinguishers were present inside the Property. Following notice of Plaintiff’s loss claim related to the fire, Great Lakes initiated its claim investigation, which included numerous witness interviews, inspections, forensic evaluations, and an Examination Under Oath (“EUO”) taken of Plaintiff, during which Plaintiff admitted to removing the fire extinguishers and smoke detectors prior to the fire. Due to the facts and circumstances discovered during the claim investigation, Great Lakes determined that the

protective safeguard conditions under the PSE had not been met and denied coverage on Plaintiff's fire loss claim.

Based on the circumstances and evidence in this case, Defendant Great Lakes denies that it breached the terms of the Policy or that it did not handle Plaintiff's insurance claim in good faith. Great Lakes further denies that it unreasonably delayed investigation of Plaintiff's claim or unreasonably denied Plaintiff's claim for lack of coverage, as a legitimate dispute existed as to whether Plaintiff had complied with the conditions required under the Policy.

2. JURISDICTION. State the basis on which the jurisdiction of the court is invoked.

Jurisdiction is invoked under 28 U.S.C. § 1332 (a) because complete diversity exists between Plaintiff and Defendant and the amount in controversy exceeds \$75,000 exclusive of interest and costs.

3. STIPULATED FACTS. List stipulations as to all facts that are not disputed, including jurisdictional facts.
 - A. Plaintiff is a resident of Oklahoma.
 - B. Defendant is a foreign insurance company licensed to do business in Oklahoma with a corporate headquarters and principal place of business in Munich, Germany.
 - C. The subject claim originated from a fire that occurred in Ponca City, Kay County, Oklahoma.
 - D. At the time of the March 2020 fire, Plaintiff was the sole owner of the Property.
 - E. Jurisdiction and venue are appropriate before this Court.
 - F. From May 3, 2019, through May 3, 2020, the Property was insured under a Commercial Lines Policy, Policy No. BC003908 (Renewal of Policy BC002578) (the "Policy"), which was issued by Great Lakes.
 - G. The terms of the Policy include the Protective Safeguard Endorsement, which lists required "P-9" equipment to be installed at the Property, identified in the Protective Safeguard Endorsement as "Fully-functioning smoke alarms and fire extinguishers as required by local code."
 - H. The applicable building codes in effect for the City of Ponca City at the time of the March 2020 fire loss were 2015 Editions of the International

Fire Code (“IFC”), International Residence Code (“IRC”), and International Building Code (“IBC”).

- I. The Property in question is designated as an “Residential Group R-2” dwelling under the 2015 IBC.
 - J. The Policy requires Plaintiff to notify Great Lakes of “the removal or impairment of any Fire Protective Safeguards” for fire loss damage to be paid under the Policy.
 - K. Plaintiff had removed the existing smoke alarms and fire extinguishers from the Property in February 2020, prior to the March 2020 fire.
 - L. There were no smoke alarms or fire extinguishers present inside the Property at the time the March 2020 fire occurred.
4. LEGAL ISSUES. State separately, and by party, each disputed legal issue and the authority relied upon.
- A. Plaintiff:
 - Whether the policy language concerning the protective safeguard endorsement are ambiguous and unclear. *Andres v. Okla. Farm Bureau Mut. Ins. Co.*, 2009 OK CIV APP 97, 227 P.3d 1102.
 - Whether the policy language in the protective safeguard endorsement “as required by local code” incorporated the adopted International Fire Code language that recognized the local fire code official’s final authority to determine compliance and enforcement of the IFC’s code language. *Andres v. Okla. Farm Bureau Mut. Ins. Co.*, 2009 OK CIV APP 97, 227 P.3d 1102.
 - Whether Defendant’s refusal to consider evidence regarding the local code authority interpretation of the adopted International Fire Code is evidence of a prima facie case for bad faith. *Beers v. Hillory*, 2010 OK CIV APP 99, 241 P.3d 285.
 - Whether Defendant’s unreasonable length of time in investigating Plaintiff’s claim to arrive at a denial of coverage is evidence of a prima facie case for bad faith. *Beers v. Hillory*, 2010 OK CIV APP 99, 241 P.3d 285.

B. Defendant:

- Whether the Policy terms, specifically the policy conditions under the PSE, are clear and unambiguous, and consistent with other Policy terms. *Thames v. Evanston Ins. Co.*, 2015 WL 7272214, at * 5 (N.D. Okla. Nov. 17, 2015), *aff'd*, 665 F. App'x 716 (10th Cir. 2016) (unpublished).
- Whether Plaintiff has met his burden to demonstrate that coverage exists for his fire loss claim. *Totally Tickets v. Sentinel Ins. Co., Ltd.*, 549 F. Supp. 3d 1309, 1313–14 (W.D. Okla. 2021) (citing *Pitman v. Blue Cross & Blue Shield of Okla.*, 217 F.3d 1291, 1298) (10th Cir. 2000).
- Whether the term “required by local code” in the PSA is “unambiguous, clear and consistent” and should be “accepted in [its] ordinary sense.” *Boggs v. Great N. Ins. Co.*, 659 F. Supp. 2d 1199, 1205 (N.D. Okla. 2009).
- Whether the term “required by local code,” means the protective safeguards mandated for R-2 occupancy dwellings under the IFC (as adopted by Ponca City) were required to be installed throughout the Property in order to satisfy the conditions for coverage. *New Hamilton*, 474 F. Supp. 3d at 928; *cf. Till Metro Ent. v. Covington Specialty Ins. Co.*, 545 F. Supp. 3d 1153, 1159 (N.D. Okla. 2021) (quoting *BP Am., Inc. v. State Auto Prop. & Cas. Ins. Co.*, 2005 OK 65, ¶ 6, 148 P.3d 832, 835–36).
- Whether the absence of the safeguards prior to the fire therefore “establish that, under Oklahoma law, Plaintiff’s claims were not covered by the Policy.” *Clark v. Shelter Mut. Ins. Co.*, 2022 WL 2717618, at * 4 (N.D. Okla. July 13, 2022) (citing *Pettigrew*, 180 F. Supp. 3d at 931).
- Whether Plaintiff’s claims were properly excluded under the unambiguous terms of the PSE. *Totally Tickets v. Sentinel Ins. Co., Ltd.*, 549 F. Supp. 3d 1309, 1314 (W.D. Okla. 2021).
- Whether Plaintiff can prove Defendant breached its contract with Plaintiff by denying coverage. *United States Liab. Ins. Co. v. Paul*, 2020 WL 7647013 (N.D. Okla. Dec. 11, 2020)

(citing *Boggs*, 659 F. Supp. 2d at 1216).

- Whether Plaintiff can establish a *prima facie* case for bad faith. *MJH Properties LLC v. Westchester Surplus Lines Ins. Co.*, 814 F. App'x 421, 426 (10th Cir. 2020) (unpublished); *see also Clark*, 2022 WL 2717618, at * 7 (quoting *Expertise, Inc. v. Aetna Fin. Co.*, 810 F.2d 968, 972 (10th Cir. 1987))
- Whether Defendant had a reasonable basis for denying coverage. *S. Hosp., Inc. v. Zurich Am. Ins. Co.*, 393 F.3d 1137, 1142–43 (10th Cir. 2004) (citing *Oulds v. Principal Mut. Life Ins. Co.*, 6 F.3d 1431, 1436 (10th Cir.1993)).
- Whether Defendant had a good faith belief during the claims process that it had “some justifiable reason for the actions it took or omitted”, *Beers v. Hillory*, 2010 OK CIV APP 99, ¶ 24, 241 P.3d 285, 292 (quoting *Ball v. Wilshire Ins. Co.*, 2009 OK 38, ¶ 22, 221 P.3d 717, 725 (quoting *Badillo v. Mid Century Ins. Co.*, 2005 OK 48, ¶ 28, 121 P.3d 1080, 1093–94)), which includes “a justifiable reason for withholding or delaying payment under the policy.” *Ball*, 221 P.3d at ¶ 22 (quoting *Newport v. USAA*, 2000 OK 59, ¶ 10, 11 P.3d 190, 195).

5. CONTENTIONS AND CLAIMS FOR DAMAGES OR OTHER RELIEF SOUGHT.

- A. Plaintiff: Plaintiff was entitled to coverage under the insurance policy issued by Defendant for the fire loss that happened on March 25, 2020. Pursuant to the policy, Plaintiff was entitled to the limits of coverage for the damage to the insured building. Defendant breached its obligation to pay benefits under the policy. Defendant had no reasonable basis to deny coverage in the manner it did. As a direct result of Defendant’s refusal to provide coverage under the policy, Plaintiff has suffered damages to include financial and emotional harm.
- B. Defendant: At all times during the claim process, Defendant promptly and appropriately handled Plaintiff’s claim under the policy and acted reasonably in conducting its investigation and in making its determination of Plaintiff’s claim. At all times relevant, Defendant did not breach the terms of the policy and did not breach its duty of good faith and fair dealing owed to Plaintiff.

Defendant requests that all of Plaintiff's claims be denied and judgment be awarded to Defendant.

Defendant's Motion to Exclude Expert Testimony of Dereck Cassady and Russ Didlake and Defendant's Motion for Summary Judgment are still outstanding, and Defendant contends that both Motions should be granted in Defendant's favor.

6. EXHIBITS. The following exclusionary language **MUST** be included:

Unlisted exhibits will not be admitted unless, by order of the court, the final pretrial order is amended to include them.

A. Plaintiff:

<u>Number</u>	<u>Title/Description</u>	<u>Objection</u>	<u>Federal Rule of Evidence Relied Upon</u>
(Premarked for trial and exchanged as required under LCvR39.4(a))			

No.	Exhibit	Objection	Rule
1	May 2, 2019 insurance application submitted by Plaintiff through Kevin Randall Insurance agency GL-001115 – 001132		
2	Great Lakes Insurance SE policy no. BC003908 issued to Plaintiff. GL-000042 – 000155		
3	Great Lakes Insurance SE common policy declarations. GL-000008 – 000011		
4	Protective safeguard endorsement to insurance policy. GL-000099 – 000100		
5	Ponca City Fire Department incident report for incident #20-1353.	Limited admissibility ; hearsay; lack of foundation or authentication; not	FRE 105, 801, 802, 901

		produced and not sufficiently identified; further objections reserved upon proper identification.	
6	Ponca City Police Department incident report for case number 20005975.	Limited admissibility ; hearsay; lack of foundation or authentication; not produced and not sufficiently identified; further objections reserved upon proper identification.	FRE 105, 801, 802, 901
7	Ponca City Police Department photographs taken at the scene of the fire (6 photos).	Limited admissibility ; hearsay; lack of foundation or authentication; not produced and not sufficiently identified; further objections reserved upon proper identification.	FRE 105, 801, 802, 901
8	March 26, 2020 property loss notice form submitted by Plaintiff. GL-000037 – 000039		
9	Rimkus Consulting Group, Inc. Cause and Origin Report dated September 16, 2020 GL-000741 - 000752		
10	Capstone ISG Valuation Report and Photographs dated April 2, 2020 GL-000162 – 000344		
11	Repair Estimate dated April 2, 2020, with Photographs GL – 000352 – 000468		
12	April 28, 2020 first report from Capstone ISG Reports to Bell & Clements Ltd.		

	GL-000480 – 000675		
13	May 27, 2020 second report from Capstone ISG Reports to Bell & Clements Ltd. GL-000702 – 000705		
14	June 26, 2020 third report from Capstone ISG Reports to Bell & Clements Ltd. GL-000719 – 000721		
15	July 24, 2020 fourth report from Capstone ISG Reports to Bell & Clements Ltd. GL-000722 – 000736		
16	August 24, 2020 fifth report from Capstone ISG Reports to Bell & Clements Ltd. GL-000730 – 000736		
17	September 24, 2020 sixth report from Capstone ISG Reports to Bell & Clements Ltd. GL-000737 – 000773		
18	November 3, 2020 eighth report from Capstone ISG Reports to Bell & Clements Ltd. GL-000774 – 000779		
19	January 21, 2021 tenth report from Capstone ISG Reports to Bell & Clements Ltd.		

	GL-000780 – 000787		
20	March 17, 2021 twelfth report from Capstone ISG Reports to Bell & Clements Ltd. GL – 000788 – 000850		
21	June 29, 2021 Seventeenth report from Capstone ISG Reports to Bell & Clements Ltd. GL-000851 – 000853		
22	June 29, 2021 letter from Capstone ISG to Joshua Fields denying coverage. GL-000854 – 000859		
23	Capstone ISG Letter to Plaintiff dated April 28, 2020 GL-000676 – 000679		
24	Capstone ISG Letter to Plaintiff dated May 14, 2020 GL-000706 – 000710		
25	Capstone ISG Letter to Plaintiff dated July 7, 2021 GL-000866 – 000985		
26	Letter from City of Ponca City to Plaintiff dated April 21, 2020 GL-000479		
27	Ponca City Adopted Codes and Ordinances, including International Building and Fire Codes, including, but not limited to: GL-000690 – 000701		
28	City of Ponca City Notices of Hearing for Condemnation.	Limited admissibility; hearsay; lack of foundation or authentication; not	FRE 105, 801, 802, 901

		produced and not sufficiently identified; further objections reserved upon proper identification.	
29	Defendant claims notes log GL-001045 - 001114	Limited admissibility/incomplete record, duplicative, cumulative and/or confusing; irrelevant; hearsay; lack of foundation or authentication; not sufficiently identified; further objections reserved upon proper identification.	FRE 105, 401, 402, 403, 801, 802, 901
30	Defendant's claim documents, notes, records and memoranda GL-000001 – 000041 GL-000156 – 000161 GL-000345 – 000351 GL-000469 – 000478 GL-000685 – 000701 GL-000711 – 000718 GL-000864 – 000865		
31	Ponca City Utility billing statements for costs of roll-off dumpsters used for debris cleaning.	Limited admissibility; hearsay; lack of foundation or authentication; not produced and not sufficiently identified; further objections reserved upon proper identification.	FRE 105, 801, 802, 901
32	Email confirming roll-off delivery date for roll-off at subject property.	Limited admissibility; hearsay; lack of foundation or authentication; not produced and not sufficiently identified;	FRE 105, 801, 802, 901

		further objections reserved upon proper identification.	
33	All trial exhibits listed by Defendant in this report and not objected to by Plaintiff and sustained by Court.		

B. Defendant:

<u>NO.</u>	<u>DESCRIPTION</u>	<u>OBJECTION</u>	<u>RULE</u>
1.	Great Lakes Insurance SE policy issued to Plaintiff under policy No. BC003908. GL-000042 – 000155.		
2.	Property Loss Notice dated March 26, 2020 GL-000037 - 000039		
3.	Policy Declarations GL-000008 – 000011		
4.	Protective Safeguards endorsement GL-000099 - 000100		
5.	Reliable Report Limited Multi-Peril survey dated May 1, 2015 GL – 001132 - 001140	Irrelevant; Unfairly prejudicial; confusing and misleading evidence; hearsay; lack of foundation or authentication.	FRE 401, 403, 801, 802, 901
6.	Rimkus Consulting Group, Inc. Cause and Origin Report dated September 16, 2020 GL – 000741 - 000752		
7.	Capstone ISG Valuation Report and Photographs dated April 2, 2020 GL-000162 - 000344		
8.	Repair Estimate dated April 2, 2020, with Photographs GL – 000352 - 000468		
9.	Capstone ISG Reports to Bell & Clements Ltd. A. GL – 000480 – 000675 B. GL – 000702 – 000705		

	C. GL – 000719 – 000721 D. GL – 000722 – 000736 E. GL – 000737 – 000773 F. GL – 000774 – 000779 G. GL – 000780 – 000787 H. GL – 000788 – 000850 I. GL – 000851 – 000853 J. GL – 000990 - 000992		
10.	Claims Notes Log GL – 001045 - 001114		
11.	Correspondence, notes, records and memoranda produced during discovery regarding Great Lakes’ claims handling and investigation of subject claim. GL -- 000001 – 000041 GL -- 000156 – 000161 GL -- 000345 - 000351 GL – 000469 – 000478 GL – 000685 – 000701 GL – 000711 – 000718 GL – 000864 – 000865 GL – 000986 - 000989		
12.	Transcript of Sworn Statement of Joshua Fields dated March 18, 2021, with Exhibit GL – 001141 - 001198	Cumulative; hearsay.	FRE 403, 801, 802,
13.	Capstone ISG Letter to Plaintiff dated April 28, 2020 GL – 000676 - 000679		
14.	Capstone ISG Letter to Plaintiff dated May 14, 2020 GL – 000706 - 000710		
15.	Capstone ISG Letter to Plaintiff dated June 29, 2021 GL -- 000854 - 000859		
16.	Capstone ISG Letter to Plaintiff dated July 7, 2021 GL – 000866 - 000985		
17.	Correspondence between Capstone ISG and Plaintiff/Plaintiff’s Counsel regarding subject claim including GL – 000475 – 000479 (April – May 2020 email)		
18.	Letter from City of Ponca City to Plaintiff dated April 21, 2020 GL – 000479		
19.	Correspondence between City of Ponca City and		

	Plaintiff/Plaintiff's counsel regarding subject building and condemnation issues FIELDS – 000003		
20.	Ponca City Adopted Codes and Ordinances, including International Building and Fire Codes, including, but not limited to: GL – 000690 – 000701		
21.	Ponca City Fire Department Incident report March 24, 2020 PCFD-SDT -- 000001 - 000012		
22.	Ponca City Police Department Uniform Incident report dated 3/24/2022 PCPD-SDT – 000003 - 000007		
23.	Ponca City Police Department Property Custody Form for evidence collected at scene of fire on March 24, 2020 PCPD-SDT -- 000008		
24.	Oklahoma State Bureau of Investigation Criminalistics Examination Report dated June 16, 2020 PCPD-SDT - 000010		
25.	Oklahoma State Bureau of Investigation Lab Evidence Release Form dated July 21, 2020 PCPD-SDT - 000011		
26.	Commercial Insurance Application submitted by Plaintiff dated May 2, 2019 GL – 001115 – 001132		
27.	Documents produced by Kevin Randall Insurance pursuant to Plaintiff's subpoena(s) duces tecum, only to the extent proffered by Great Lakes RANDALL-SDT – 00001 – 0000123	Irrelevant; confusing and misleading evidence; Cumulative evidence; hearsay; lack of foundation or authentication.	FRE 401, 403, 801, 802, 901
28.	Documents and records (including audio and video files) produced by Ponca City Fire Department pursuant to Plaintiff's subpoena(s) duces tecum, only to the extent proffered by Great Lakes PCFD-SDT – 000001 - 000012	Irrelevant; Unfairly prejudicial; confusing and misleading evidence;	FRE 401, 403, 801, 802, 901

		hearsay; lack of foundation or authentication.	
29.	Documents and records produced by Ponca City Police Department pursuant to Plaintiff's subpoena(s) duces tecum, only to the extent proffered by Great Lakes PCPD-SDT – 000001 - 000488	Irrelevant; Unfairly prejudicial; confusing and misleading evidence; hearsay; lack of foundation or authentication.	FRE 401, 403, 801, 802, 901
30.	Ponca City Police Department Radio & Call Log PCPD-SDT – 000001 - 000002	Irrelevant; Unfairly prejudicial; confusing and misleading evidence; hearsay; lack of foundation or authentication.	FRE 401, 403, 801, 802, 901
31.	Ponca City Police Department 376 photographs taken at the scene of the fire. PCPD – SDT – 000015 - 000390	Unfairly prejudicial; confusing and misleading evidence; Cumulative.	FRE 401, 403,
32.	Ponca City Police Department emergency radio & call traffic audio files - 98 files for Case No. 20005975 PCPD – SDT – 000391 – 000488	Irrelevant; Unfairly prejudicial; confusing and misleading evidence; hearsay; lack of foundation or authentication.	FRE 401, 403, 801, 802, 901
33.	Ponca City Police Department video files of body camera footage from responding officers at the scene	Irrelevant; Unfairly	FRE 401, 403, 801,

	of the fire PCPD – SDT – 000013 – 000014	prejudicial; confusing and misleading evidence; hearsay; lack of foundation or authentication.	802, 901
34.	Ponca City Police Department Sargent Brian Dye recorded interview of neighbors taken on 3/25/20 PCPD – SDT – 000012	Irrelevant; Unfairly prejudicial; confusing and misleading evidence; hearsay; lack of foundation or authentication.	FRE 401, 403, 801, 802, 901
35.	City of Ponca City Notice of Hearing for Condemnation GL – 000479		
36.	Ponca City Utility billing statements for costs of roll- off dumpsters used for debris cleaning FIELDS – 000001 - 000002		
37.	Plaintiff's Initial Disclosures and any exhibits thereto	Not proper evidence; Not properly identified; Cumulative	FRE 403
38.	Great Lakes' Initial Disclosures and any exhibits thereto	Not proper evidence; Not properly identified; Cumulative	FRE 403
39.	All documents produced by Plaintiff in discovery not objected to by Great Lakes and only to the extent proffered by Great Lakes, including FIELDS – 00001 – 000026	Irrelevant; Unfairly prejudicial; confusing and misleading evidence; Cumulative; hearsay; lack	FRE 401, 403, 801, 802, 901

		of foundation or authentication; Not properly identified	
40.	All documents produced by Great Lakes in discovery and only to the extent proffered by Great Lakes GL – 000001 - 001198	Irrelevant; Unfairly prejudicial; confusing and misleading evidence; Cumulative; hearsay; lack of foundation or authentication; Not properly identified	FRE 401, 403, 801, 802, 901
41.	Any documents produced by any subpoenaed party not objected to by Great Lakes and only to the extent proffered by Great Lakes	Not properly identified and unable to assess admissibility	
42.	Plaintiff's Answers to Interrogatories, Responses to Requests for Admissions, supplements and verifications thereto, only to the extent proffered by Great Lakes	Not properly identified and unable to assess admissibility	
43.	All deposition exhibits not objected to by Great Lakes and only to the extent proffered by Great Lakes		
44.	All exhibits listed by Plaintiff not objected to by Great Lakes and only to the extent proffered by Great Lakes		
45.	Any documents, materials, media, or other tangible items produced by any party or third party during the course of remaining discovery	Not properly identified and unable to assess admissibility	
46.	Pleadings and other submissions filed of record, including exhibits thereto, and only to the extent proffered by Great Lakes	Not properly identified and unable to assess	

		admissibility	
47.	Demonstrative exhibits and visual aids	Not proper evidence as identified (demonstrative exhibits)	
48.	Summary Exhibits and Timeline Exhibits	Not properly identified or timely produced in discovery	
49.	Any exhibit necessary for rebuttal.	Not properly identified or timely produced	

7. WITNESSES: The following exclusionary language **MUST** be included:

Unlisted witnesses in chief will not be permitted to testify unless, by order of the court, the final pretrial order is amended to include them.

A. Plaintiff:

No.	Witnesses	Proposed Testimony
1.	Joshua Fields c/o Plaintiff's counsel	Plaintiff. Facts and circumstances relevant to the purchase of the insurance policy, payment of premiums and submission of claim for benefits. Facts and circumstances relevant to the insured building, its use, maintenance, and upkeep. Facts and circumstances relevant to the condition and use of the insured building at the time of the fire. Facts and circumstances relevant to his interaction with Defendant regarding his claim for benefits due to the fire loss.
2.	Jessica Fields 413 South 3 rd Street Ponca City, OK	Plaintiff's wife. Her knowledge of the insurance policy with Defendant, its issuance to Plaintiff and payment of premiums. Her knowledge insured building, its use, maintenance, and upkeep. Her knowledge relevant to the use of the insured building and its condition at the time of the fire. Her knowledge and involvement in the Plaintiff's claim for benefits submitted to Defendant and activity relevant to the claim processes under Defendant's direction.
3.	Mr. Keith Alston 1501 E. Walnut Ponca City, OK	Facts and circumstances about his living in the building and condition of the building at or near the time of the fire.
4.	Mr. Keith Howard Address unknown	Facts and circumstances about his work for Plaintiff and his work on the building at or near the time of the fire.

5. Mr. Kevin Wilson
Capstone ISG, Inc
13506 E. Boundary Rd, Suite
A
Midlothia, VA 23112
His knowledge and involvement in the opening and handling of Plaintiff's claim for benefits under Defendant's insurance policy.
6. Investigator David
VanBuskirk
McCord Fire Department
Ponca City, OK
Employee of the McCord Fire Department. May testify to facts and circumstances surrounding the incident at issue in this case. May testify to his investigation of the incident and completion of the incident reports pertaining to the Plaintiff's subject incident.
7. Ptl. Kisen Sharp
Detective Sgt. Brian Dye
Tucker Hodgson
Ptl. Kisen Sharp
Officer Kinkaid
Ponca City Police Department
200 E. Oklahoma
Ponca City, OK 74601
(580) 767-0370
Employees of the Ponca City Police Department. May testify to facts and circumstances surrounding the incident at issue in this case. May testify to their investigation of the incident and completion of the incident reports pertaining to the Plaintiff's subject incident.
8. Derek Cassidy
Ponca City Fire Department
516 East Grand Ave
Ponca City, OK 74601
(580) 767-0361
Employee of the Ponca City Fire Department. May testify to his knowledge and opinions on the city code requirements relevant to Plaintiff's building at the time of the fire. His involvement in providing information to persons handling and investigating the claim for benefits.
9. Derek Cassidy
Ron Cremers
Carson Combest
Christopher Jones
Tanner Toney
Benjamin Webb
Nicholas Fulton
Scott Garrett
Gary Whitehead
Benjamin Creech
Andre Stoll
Allan Fogle
Lane Lathers
Employees of the Ponca City Fire Department. May testify to facts and circumstances surrounding the incident at issue in this case. May testify to their investigation of the incident and completion of the incident reports pertaining to the Plaintiff's subject incident.

Chad Cunningham
Cody Regier
c/o Ponca City
Fire Department
516 East Grand Ave
Ponca City, OK
(580) 767-0361

10. Kevin Randall
P.O. Box 424
Tonkawa, OK 74653
May testify about his involvement in obtaining the policy at issue for Plaintiff and his involvement with Plaintiff as his insurance agent for the subject policy of insurance.
11. Cullen Fowler
Rimkus Consulting Group
2201 S. Fretz Ave., Ste. 110
Edmond, OK 73013
(405) 340-8034
Employee of Rimkus Consulting Group.
May testify to his investigation of the incident and completion of the incident reports pertaining to the Plaintiff's subject incident.
12. Terry Nichols
Tera Earp
Kevin Wilson
Catherine Aufderheide
Ashley Eadle
c/o Defense Counsel
Employees of Capstone Insurance.
May testify about Capstone Insurance policy number HAR000525494, including but not limited to the purchase, issuance, changes and cancellation of the policy, and all other alterations to the policy during the effective dates of the policy. May also testify about payment of premiums on the policy, including the person or persons paying the premiums, how and when premiums were paid.
14. Phillip Noah
Rimkus Consulting Group
2201 S. Fretz Ave., Ste. 110
Edmond, OK 73013
(405) 340-8034
Employee of Rimkus Consulting Group.
May testify to his investigation of the incident and completion of the incident reports pertaining to the Plaintiff's subject incident.
15. Mr. John Andrew
City Attorney for Ponca City
516 E. Grand
Ponca City, OK 74601
(580) 767-0339
City attorney for Ponca City. May testify to the City's interaction with Plaintiff as it relates to the preservation and demolition of the subject property.

16. Any witnesses necessary for purposes of identification and authentication of evidence
17. All witnesses identified by Defendant and not objected to by Plaintiff.

B. Defendant:

<u>NO.</u>	<u>NAME</u>	<u>ADDRESS</u>	<u>PROPOSED TESTIMONY</u>
1.	Joshua Fields	c/o counsel for Plaintiff.	Facts and circumstances related to the subject loss claim under the Policy, and alleged damages.
2.	Jessica Fields	c/o counsel for Plaintiff.	Facts and circumstances related to the subject loss claim under the Policy, and alleged damages.
3.	Kevin Randall Kevin Randall Insurance	1000 N Main St, Tonkawa, OK 74653.	Facts and circumstances relating to the issuance of Plaintiff's Policy with Great Lakes; facts and circumstances related to Plaintiff's claim submitted as a result of the subject fire.
4.	Representatives of Capstone ISG	c/o counsel for Great Lakes	Facts, circumstances, and documents relating to the subjects of this litigation, including, but not limited to, facts alleged in Plaintiff's Petition, Plaintiff's loss claims under the Policy and subsequent claims investigations, claims handling, and determinations related thereto.
5.	Ashley Eadie Capstone ISG	c/o counsel for Great Lakes	Facts, circumstances, and documents relating to the subjects of this litigation, including, but not limited to, facts alleged in Plaintiff's Petition, Plaintiff's loss claims under the Policy and subsequent claims

			investigations, claims handling, and determinations related thereto.
6.	Kevin Wilson Capstone ISG	c/o counsel for Great Lakes	Facts, circumstances, and documents relating to the subjects of this litigation, including, but not limited to, facts alleged in Plaintiff's Petition, Plaintiff's loss claims under the Policy and subsequent claims investigations, claims handling, and determinations related thereto.
7.	Terry Nichols Capstone ISG	c/o counsel for Great Lakes	Facts, circumstances, and documents relating to the subjects of this litigation, including, but not limited to, facts alleged in Plaintiff's Petition, Plaintiff's loss claims under the Policy and subsequent claims investigations, claims handling, and determinations related thereto.
8.	Representative(s) of Great Lakes	c/o counsel for Great Lakes	Facts, circumstances, and documents relating to the subjects of this litigation, including, but not limited to, facts alleged in Plaintiff's Petition, Plaintiff's loss claims under the Policy and subsequent claims investigations, claims handling, and determinations related thereto.
9.	Georgia Costin Bell & Clements Ltd.	c/o counsel for Great Lakes	Facts and circumstances relating to supervisory duties regarding claims investigation and management/handling of Plaintiff's claims under Policy.
10.	Jack McNeal Reliable Reports	1760 South Stemmons Fwy, Suite 130 Lewisville TX (800) 460-0723	Facts, circumstances, and regarding property in question, including prior inspections and multi-peril property report

			prepared in 2015.
11.	Philip Noah, IAAI-CFI Fire Division Manager Rimkus Consulting Group, Inc.	c/o counsel for Great Lakes	Facts and opinion testimony relating to the subject fire, the damages resulting therefrom, and regarding investigation of cause of fire and investigation findings.
12.	Cullen Fowler Rimkus Consulting Group, Inc.	c/o counsel for Great Lakes.	Facts and opinion testimony relating to the subject fire, the damages resulting therefrom, and regarding investigation of cause of fire and investigation findings.
13.	Korey Pruitt Property Inspector City of Ponca City	516 E. Grand Ponca City, OK (580) 767-0383	Facts and circumstances regarding property in question, including, but not limited to, the facts and circumstances relating to the subject fire and the subject property.
14.	Fire Marshal Dereck Cassady Ponca City Fire Department	516 East Grand Ave Ponca City, OK Tel: (580) 767-0361	Facts and circumstances regarding property in question, including, but not limited to, the facts and circumstances relating to the subject fire and the subject property.
15.	Members of the Ponca City Fire Department Including: Ron Cremers Carson Combest Christopher Jones Tanner Toney Benjamin Webb Nicholas Fulton Scott Garrett Gary Whitehead Benjamin Creech Andre Stoll Allan Fogle Lane Leathers Chad Cunningham Cody Regier Ptl. Kisen Sharp Marcus Kincaid	516 East Grand Ave Ponca City, OK Tel: (580) 767-0361	Facts and circumstances relating to the subject property and the fire, observations during response to fire, suppression services provided, any investigation of the incident and completion of incident reports pertaining to the incident at issue.

	Fabron Porter Jeff Woodward Jesus Lara Tucker Hodgson		
16.	Sgt. Brian Dye Ponca City Police Department	200 E. Oklahoma Ponca City, OK Tel: (580) 767-0370	Facts and circumstances relating to the subject property and the fire, observations during response to fire, suppression services provided, any investigation of the incident and completion of incident reports pertaining to the incident at issue; facts and circumstances relating to his investigation of the incident, interactions with other agencies relating to possible arson investigation, and completion of incident reports pertaining to the incident at issue.
17.	Investigator David Van Buskirk McCord Volunteer Fire Department	22 Howard Ponca City, OK Tel: (580) 765-4700	Facts and circumstances relating to the subject property and the fire, observations during response to fire, suppression services provided, any investigation of the incident and completion of incident reports pertaining to the incident at issue.
18.	Mr. Keith Alston	1501 E. Walnut Ponca City, OK	Prior tenant at subject property; facts and circumstances about his tenancy in the building, subsequent vacation of the property, interactions with Plaintiff as landlord/landowner, and the condition of the building at or near the time of the fire.
19.	Mr. Keith Howard	Address Currently Unknown	Facts and circumstances regarding property in question; facts and circumstances relating to the subject fire and related property claim filed with Great Lakes.
20.	Keith Crawford	Address Currently	Facts and circumstances

	Property Manager	Unknown.	regarding property in question; facts and circumstances relating to the subject fire and related property claim filed with Great Lakes.
21.	John Andrew City Attorney for Ponca City	516 E. Grand Ponca City, OK Tel: (580) 767-0339	City's interactions with Plaintiff as it relates to the preservation and demolition of Plaintiff's property after fire.
22.	Blake Langfeldt	118 ½ N. Oak #2 Ponca City, OK (last known address)	Facts and circumstances surrounding the incident at issue in this case; facts and circumstances relating to his observations of the incident and any circumstances leading up to the incident at issue.
23.	Justin Burns	118 ½ N. Oak #2 Ponca City, OK (last known address)	Facts and circumstances surrounding the incident at issue in this case; facts and circumstances relating to his observations of the incident and any circumstances leading up to the incident at issue.
24.	Amy Dawn Baker 3200 N. 14 th Street Ponca City, OK (580) 362-3868	3200 N. 14 th Street Ponca City, OK (580) 362-3868	Facts and circumstances surrounding the incident at issue in this case; facts and circumstances relating to his observations of the incident and any circumstances leading up to the incident at issue.
25.	All witnesses listed by Plaintiff, except as objected to by Defendant		
26.	All witnesses identified in subsequent discovery or further in the course of litigation		
27.	Any witness necessary for authentication of exhibits, including custodian(s) of records.		

28.	All witnesses necessary for rebuttal.		
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8. ESTIMATED TRIAL TIME:

A. Plaintiff's Case: 2 days

B. Defendant's Case: 2 Days

C. If you desire to have daily copy or any other extraordinary court reporter services during trial, you must so notify the Chief Deputy Court Clerk a minimum of two weeks before the date the case is scheduled to be called for trial.

9. BIFURCATION REQUESTED: Yes _____ No X

10. POSSIBILITY OF SETTLEMENT:

Good _____ Fair X _____ Poor _____

All parties approve this report and understand and agree that this report supersedes all pleadings, shall govern the conduct of the trial, and shall not be amended except by order of the court.

Respectfully submitted by:

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